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PART I.

Notifications by the Dewan to His Highness the Maha Raja of Mysore.

GENERAL.

NOTIFICATIONS.

The 16th February 1883.

No. 43.—It is hereby notified that the undermentioned timber, the produce of the Kadur District, will be sold by public auction by the Deputy Commissioner in charge, or other Officer whom he may depute for the purpose, on the date and at the place specified below :—

Name of place of sale.	Date of sale.	Teakwood.	Reserved.	Unreserved.	Total.	Remarks.	
Chikmagalur Depôt ..	10th March 1883.	51	*131	†16	‡198	*Honne ..	21
						Nandi ..	3
						Matti ..	107
						†Hunala ..	1
						Yetyaga ..	12
						Nerle ..	2
						Kadavala ..	1
						‡More or less.	

Terms of Sale.—Those notified in the *Mysore Gazette* No. 20 of 12th June 1873 and will be read out at the time of sale.

REVISED GANJA CONTRACT.

The 23rd February 1883.

No. 56.—In supersession of Notifications Nos. 21 and 35, dated 19th January and 2nd February last, the subjoined Revised Notification regarding the sale of the Gánjá contract of the Bangalore District including the Town, and, with the permission of the Resident in Mysore, also the Civil and Military Station of Bangalore, on the minimum guarantee system, is published for general information.

Tenders are hereby invited for the exclusive privilege of the wholesale vend of gánjá and any preparation thereof, in the District of Bangalore including the Town, and, with the permission of the Resident in Mysore, also the Civil and Military Station of Bangalore, for three years, *viz.*, from 1st April 1883 to 31st March 1886, subject to the conditions hereinafter set forth.

2. Each tender must specify the minimum revenue which the tenderer will guarantee yearly to Government and must be accompanied by a deposit of Rs. 50 in cash, and enclosed in a cover superscribed with the words " Tender for the exclusive privilege of selling gánjá and any preparation thereof in the Bangalore District including the Civil and Military Station of Bangalore."

3. The tenders must be delivered at the Office of the Deputy Commissioner, Bangalore District, on or before noon of the 20th March 1883 when they will be opened by the Deputy Commissioner in the presence of the applicants. The applicant whose tender may be selected by the Deputy Commissioner for recommendation to Government will be required to deposit at once in cash or in Government securities, a further sum equal to one-twelfth (or one month's instalment) of the amount guaranteed annually to Government; failing which, the deposit made with the tender will be forfeited.

4. When the decision of the Government is announced, the deposits made by the applicants whose tenders have been rejected will be thereupon returned to them on their application. The Government reserves to itself the power of rejecting the highest or any tender without assigning any reason.

5. The party whose tender may be accepted shall, within 8 days after the Government decision has been communicated to him, deposit with the Deputy Commissioner, a sum in cash or Government securities duly endorsed, which, with the sums previously deposited under para 3, shall be equal to one-fourth of the yearly revenue guaranteed; and shall execute an agreement in the usual form on proper stamp, binding himself to conform to the conditions hereinafter set forth; and if he fails or refuses to sign the agreement, or to make the deposit required, the deposits already made will be forfeited to Government, and the lease otherwise disposed of.

6. Should the sales of gánjá and its preparations in any year by the contractor to the licensed vendors exceed the guaranteed amount, 25 per cent of such excess shall be duly paid over to Government with the last instalment payable for each year. Each year's account shall be closed separately and the excess of one year cannot be claimed as a set off against the deficit of any other year. Should the excess sales of the 2nd and 3rd years be more than the realizations of the 1st year, Government reserves to itself the right of claiming a proportionate enhanced percentage on such excess sales.

Conditions.

I. The contract shall not be transferable, except with the approval of the Deputy Commissioner.

II. For the purposes of this contract, Government may decline to recognize any representative agent or partner appointed or taken by the contractor during the period of the contract, unless such representative agent or partner shall have been first approved of by the Deputy Commissioner of the District for the time being.

III. The minimum annual revenue guaranteed shall be paid by the contractor into the District Treasury at Bangalore by equal monthly instalments, together with local cess thereon, at the rate of one anna per rupee on or before the 20th day of each month. With the last instalment due for each year shall be paid the 25 per cent on the excess sales over the guaranteed amount or such enhanced proportionate percentage in the 2nd and 3rd years as the excess sales may justify the levy of. In case of default in the payment of any of the instalments, as aforesaid, it shall be lawful for the Deputy Commissioner of the District for the time being, to declare the deposit forfeited, to order the

farm to be taken under Government management at the contractor's risk, or to declare the lease forfeited, and to resell it at the contractor's risk and loss, and further to recover all arrears with interest at 6 per cent per annum by the attachment and sale of his property, personal and real.

IV. The number of shops for the sale of gánjá and its preparations and the places at which they are to be kept shall be determined by the Deputy Commissioner, and the contractor shall engage to sell gánjá and its preparations only at the places so fixed. The Deputy Commissioner shall be at liberty to make any alterations in the number and localities of the shops that he may from time to time consider necessary, or to close any shop without any claims for compensation on the part of the contractor in the manner and under the conditions set forth in Para IX of this Notification.

V. The confirmation of existing retail vendors, the nomination of new vendors, and the cancellation of licenses shall rest with the Deputy Commissioner under the rules in force. The Deputy Commissioner shall issue licenses in the prescribed forms direct to the retail vendor as in the case of other drugs.

VI. The contractor shall sell gánjá and its preparations only to such licensed vendors, and shall not interfere with the retail vendors in any way.

VII. The gánjá sold shall be of good quality, and not be adulterated ; and the contractor shall always keep on hand at least one month's supply of gánjá.

VIII. The price at which gánjá shall be sold by the contractor to the retail vendor shall be fixed at 8 annas per seer of 24 tolas, and the retail dealer shall sell to the public at 11 annas per seer. Majoom shall be sold by the contractor at 3 annas per seer and by the retail vendor at 5 annas per seer. The sales of gánjá and its preparations shall be covered by a pass in the prescribed form signed by the contractor or his authorized agent. More than 4 tolas' weight of gánjá shall not be sold to the same person on the same day by the retail dealer except for medical purposes on passes issued by a Magistrate.

IX. The Deputy Commissioner shall have power to close any particular shop or shops on the requisition of the Military authorities or Magistracy temporarily or permanently, and the contractor shall not be entitled to any compensation therefor. But with the approval of the Deputy Commissioner, the number so reduced might, if the public requirements demand it, be re-established in other suitable localities. It shall however be at the discretion of that officer to decline the re-opening of such shops if the number extant exceed the complement licensed in the year 1882—83, and the contractor shall have power only to claim the number so fixed being opened elsewhere and no more. On the other hand, should the exigencies of the State require the closing of shops to any number below the complement so fixed, the contractor shall, with the sanction of the Government, be granted proportionate compensation for the number so closed on the guaranteed amount paid for the number of shops so licensed in the year under advertence, if it be proved that the contractor has sustained loss by such reduction in the number of shops but not otherwise.

X. Whenever required, the contractor shall render a true and correct account of the sales at his Wholesale Depôt to the Deputy Commissioner and allow the officers of the Excise Department free access always and at all times to all the accounts kept by the contractor which shall all be true and accurate and in such forms as the Deputy Commissioner may approve of from time to time.

XI. Disorderly conduct and irregular transactions at the Wholesale Depôt shall not be permitted by the contractor's agent, or employés. They shall be provided with correct scales and weights, the latter duly stamped by Government, and further all such employés shall, 15 days after the agreement is signed by the contractor, enter into engagements with the contractor to abide by the spirit and letter of the conditions entered into by the contractor with Government and the laws and rules in force, and such engagements shall be deposited in the Deputy Commissioner's Office by the 20th of the said month without fail.

XII. For any infringement of the above conditions, the contractor shall hold himself liable to a fine not exceeding Rs. 100 to be levied at the discretion of the Deputy Commissioner, and

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to a forfeiture of his contract with the approval of Government if deemed necessary by him, or to such further penalties as the laws in force prescribed for breaches thereof or of the rules framed by Government. Further particulars can be had on application at the Deputy Commissioner's Office.

XIII. The contractor shall be required to conform to any additional rules which may be prescribed from time to time by the Government.

XIV. The quantity of gánjá sold in the Bangalore Town and Taluks during the year 1881—82 approximately amounted to 2,885 and 1,718 seers respectively, and the quantity sold in the Civil and Military Station, Bangalore, to 6,005 seers.

The 23rd February 1883.

No 57.—His Highness the Maha Raja is pleased to sanction the following appointments and promotions :—

Mr. V. N. Narasimmaiengar, Deputy Commissioner, Kolar, to be District and Sessions Judge of Mysore—To join forthwith.

Mr. C. Soob Rao, Revenue Assistant Commissioner, 1st Grade, to be Deputy Commissioner and District Magistrate of the Kolar District.

Captain A. H. Macintire, Secretary to the Dewan in the Police Department, to act as Deputy Commissioner and District Magistrate of the Bangalore District, during the absence of Mr. L. Ricketts on furlough or until further orders.

The 28th February 1883.

No. 58.—It is hereby notified for general information that the Travellers' Bungalow at Nelamangala has been closed to travellers from the 1st January 1883.

No. 59.—Mr. L. Ricketts, Deputy Commissioner, delivered over, and Captain A. H. Macintire received, charge of the Bangalore District Deputy Commissioner's Office, Seals and Treasury, on the afternoon of the 23rd February 1883.

No. 60.—Mr. T. R. A. Thumboo Chetty delivered over, and Mr. T. Narahari Rao, M. L., received, charge of the District and Sessions Court, Mysore, on the forenoon of the 21st February 1883.

No. 61.—Lingappa, Amildar, Ságar Taluk, Shimoga District, is granted five days' privilege leave from such date as he availed himself of the same.

No. 62.—Ramanujaiengar, Amildar, Channarayapatna Taluk, Mysore District, is granted eight days' privilege leave from such date as he may avail himself of the same.

The 2nd March 1883.

No. 63.—Mr. T. R. A. Thumboo Chetty delivered over, and Mr. V. N. Narasimmaiengar, received, charge of the District and Sessions Court, Nundydroog Division, on the forenoon of the 26th February 1883.

By Order,

R. VIJAYINDRA RAO,
Secretary.